



PORT OF TACOMA
REQUEST FOR QUALIFICATIONS
No. 070084

NATURAL HABITAT MONITORING SERVICES

Issued by
Port of Tacoma
One Sitcum Plaza
P.O. Box 1837
Tacoma, WA 98401-1837

RFQ INFORMATION	
Contact:	Dawn Leischner, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 830-5330
Submittal Date	MAY 5, 2015 @ 3:00 PM

**PLEASE SUBMIT ALL CORRESPONDENCE AND SUBMITALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'NATURAL HABITAT MONITORING SERVICES' IN THE
SUBJECT LINE**

PORT OF TACOMA
Request for Qualifications No. 070084 (RFQ)
NATURAL HABITAT MONITORING SERVICES

A. BACKGROUND

The [Port of Tacoma](#) (Port) is soliciting Statement of Qualifications (SOQ) from firms interested in providing natural habitat monitoring services. The Port is required to conduct monitoring activities on a periodic basis over multiple years at various habitat sites. The Port actively creates and maintains natural habitat areas for fish and wildlife. Over the past 30 years, the Port has implemented compensatory mitigation actions ranging from enhancement or creation of upland habitats, excavation of upland to create aquatic habitat, and placement of clean dredged material to convert low value aquatic deep habitat to high value shallow near-shore habitats. These habitat areas are designed and permitted pursuant to local, state and federal law.

The Port seeks a firm to provide natural habitat monitoring services beginning the second quarter of 2015 for the two sites listed below. The contract will last through the length of site monitoring which is usually 10 years plus a year or more for final closeout.

The two sites that will be covered by this contract are:

East Blair 1 Wetland restoration site

Location: 3401 East Alexander Avenue

Timeframe: July 2015 through 2026

Background: This nearly two acre site is a restored category 3 wetland. Year 1 monitoring begins 2015.

Upper Clear Creek Mitigation Site

Location: 3714 Gay Road East.

Timeframe: Likely July 2016 through 2027.

Background: This nearly 40 acre wetland complex includes the reestablishment of a category 1 wetland within the Clear Creek floodplain, and creation of salmon bearing streams and rearing areas and associated buffers. The site is currently under construction. Year 1 monitoring will likely begin in July 2016.

Additional information for both sites is available at the following link:

<http://webftp.portoftacoma.com>

Username: rfq070084_user

Password: P0tu\$3r!

The scope of services for any additional services may be contingent on the work results of initial phases; therefore the Port reserves the right to amend the general scope of services listed below as required to accomplish the overall project scope and goals.

The overall contract period of performance (to be extended, as needed through contract amendments) is intended to encompass the duration of the project. Project milestones are noted further in this RFQ.

The following documents are attached to this RFQ:

Attachment A – Instructions for Proposing

Attachment B – Sample Professional Service Agreement & Standard Terms and Conditions

Attachment C – Project Terms and Conditions

Attachment D – Sample Rate Sheet

B. SCOPE OF SERVICES

The overall scope of services for the natural habitat monitoring at the requested sites is to conform with all aspects of the permits and mitigation and monitoring plans associated with each site.

Tasks for the selected consultant will include performing monitoring activities and report preparation to document the monitoring results consistent with permit or monitoring plan requirements. Monitoring activities include, but are not limited to, field inventories, data collection, and sampling of physical and biological parameters, including, but not limited to, the following:

- Marine and freshwater invertebrates (including epibenthic organisms and zooplankton)
- Juvenile salmon utilization (observations/overwinter)
- Presence of salmon prey species
- Fish and bird predator occurrence
- Salmonid outmigration
- Avifauna and botanic (upland and riparian) surveys
- Water level
- Groundwater seepage
- Photo monitoring along transect lines
- Surface and substrate conditions and characterization
- Topographic and bathymetric surveying and comparison with as-built drawings
 - Must be performed by a licensed surveyor as required by permit, agency agreement or Port.
- Adaptive management plans

All work will employ rigorous scientific protocols for verifiable measurements, species identification, chain-of-custody handling of samples, written and photographic documentation of results, and recommendations for corrective actions if necessary to facilitate the success of the monitored site.

Services will also include timely preparation and submittal of monitoring reports and necessary coordination with local, state and federal agency personnel, site tenants, and Port staff and security. Attendance and presentations at meetings and public events may be required.

C. PROPOSAL ELEMENTS & EVALUATION CRITERIA:

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (to include the prime, key team members and major sub-consultants) and the team's ability to meet the requirements and provide the requested services listed in this RFQ. Attention will be paid to technical competence and completeness of content. The written SOQ shall be prepared in the same sequential order of SOQ criteria outlined below.

SOQs must not exceed **8 numbered pages** (8 ½ by 11 inch) **excluding** the cover page, cover letter and requested appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. SOQs that do not follow this format will not be reviewed. Use of color is not prohibited but note that SOQs are often reproduced for review in black and white.

The cover letter shall include the RFQ Title and Number; Name, Title, Email Address, Phone Number and Addresses of the proposing team's main contact and include the following information:

- Descriptions of all claims submitted by any client against the prime within the past two years related to the professional services provided by the prime (inclusive of the prime and sub-consultants) or their key personnel. For this purpose, "claim" means a sum of money in dispute in excess of 10% of the prime's fee for the services provided;
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

SOQs are to address, and will be evaluated upon, the following criteria:

INITIAL EVALUATION PHASE

1. Qualifications and experience of the key team members who will be responsible for overseeing and performing the services35 PTS

- a. Describe key personnel of the proposed team and overall organization of the project team. Provide a summary of background, experience, technical competence and qualifications of key personnel (include working titles, degrees, certificates and licenses, etc.) and their project specific roles and responsibilities. Emphasize experience and expertise in performing services of similar scope and complexity.
- b. Provide a summary of proposing team's services, experience and expertise related to the elements described in the scope of services.
 - 1) Experience in providing other services identified in Section B, Scope of Services.
- c. Provide a list of references for recent contracts/projects, to include a client point of contact name and title, contact information (phone and email), period of performance, key personnel involved, and brief description of services relevant to the services being requested. Only projects completed by proposed key team members will be considered.

2. Project Approach Narrative35 PTS

SOQs should clearly outline the team's recommended approach and methodology for:

- **Accomplishing the necessary services to accomplish the project scope: Clearly describe the approaches and methods that will be used to accomplish the necessary services. Include a summary of innovative ideas and suggestions for implementing or enhancing the scope of services.** Of particular interest are suggestions for reducing the risk of site failure. Coordination & Communication: Provide a plan for communications and coordination between the project team, the Port's project manager and the various stakeholders.

3. Project Schedule20 PTS

Describe the team's availability, capacity and ability to undertake the work immediately and dedicate the necessary personnel and resources to meet the anticipated schedule. Address how firm will manage project over decade plus timeframe.

Discuss how the team anticipates approaching and adhering to the scheduled delivery dates for reports and what risks and/or constraints may negatively affect the delivery of timely reports.

4. Accuracy and Completeness of the SOQ10 PTS

SOQs will be evaluated on the following criteria:

- Formatting and layout.

- Spelling and grammatical accuracy.
- Legibility of figures and chart information.
- Coherent and logical flow of written responses.

The Port will assume the accuracy and completeness of the proposal is a direct reflection of the quality of written deliverables provided by the firm/team.

FINAL EVALUATION PHASE (if applicable)

5. References.....50 PTS

The Port will evaluate the reference checks to assess the project team's overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the SOQ. Reference checks may be checked on only the selected, most qualified team, or the short-listed teams.

6. Interviews or other follow-up (as requested by the Port).....100 PTS

If an award is not made based on the written evaluations and references alone, interviews may be conducted with the top-ranked teams. Failure to participate in the interview process will result in the team's disqualification from further consideration. The Port will inform top-ranked teams invited for an interview of the interview schedule, agenda and criteria for scoring at time of invitations.

RFQ ATTACHMENTS

- Attachment A – Instructions for Proposing
- Attachment B – Sample Professional Service Agreement & Standard Terms and Conditions
- Attachment C – Project Terms and Conditions
- Attachment D – Sample Rate Sheet

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFQ	APRIL 14, 2015
Last Day To Submit Questions	APRIL 28, 2015
SOQs due	MAY 5, 2015 @ 3:00 PM
Short List Consultants*	MAY 14, 2015
Interviews (if required)*	MAY 21/22, 2015
Final Selection*	MAY 25, 2015
Execute Contract*	JUNE 12, 2015

*Dates with an asterisk are estimated dates and are for information purposes only.

All status updates on the above solicitation timeline will be announced on the Port's [website for this solicitation](#).

VENDOR OBLIGATION

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contracts'; Procurement and then finding RFQ Number (070084) and RFQ Title.

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holders List.



Detailed instructions for subscribing to the Holder's List for Port of Tacoma Procurements are available [here](#).

By subscribing to the Holders List, firms will automatically be notified when new documents or changes relating to this procurement occurs.

COMMUNICATION / INQUIRES

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port, other than the Procurement Representative listed on the RFQ may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to **Dawn Leischner** in the Facilities Group Procurement Department, procurement@portoftacoma.com (**Solicitation Name** in subject line).

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The Port will respond to all written questions submitted by this deadline.

PRE-PROPOSAL CONFERENCE

The Port will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarifications, submit all questions as noted above.

ADDENDA

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have subscribed to the Holders List.

SUBMITTAL PROCESS

SOQs must be received via email on or before the date and time outlined on the front page of this RFQ. Send your electronic submittal to:

procurement@portoftacoma.com.

Name of Firm, RFQ Title (Subject Line)

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. Submittals need to be limited to **9 MB in total email size**. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

***Late SOQs will not be accepted by the Port. SOQs received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

EVALUATION AND AWARD PROCESS

An evaluation team will review the SOQs and evaluate all responses received based upon the criteria listed in the RFQ. The Port may request clarifications or additional information, if needed. A selection may be made based on the SOQ's and initial evaluation criteria alone or the firms determined to be most qualified through the initial evaluation phase may be invited in for interviews and the final determination for short listed firms will be based on reference checks and/or interviews.

The Port intends to select the proposed Team which represents the most qualified team to the Port and begin the negotiation and award process based on the evaluated scores.

The selected Consultant will be invited to enter into contract negotiations with the Port. Should the Port and the selected consultant not reach a mutual agreement, the Port will terminate negotiations and move to the next highest ranked team and proceed with negotiations.

The Port reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Port may require. The Port reserves the right to reject any or all SOQs submitted as non-responsive or non-responsible.

News releases pertaining to this RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the Port.

COSTS BORNE BY PROPOSERS

All costs incurred in the preparation of a SOQ and participation in this RFQ and negotiation process shall be borne by the proposing firms.

PUBLIC DISCLOSURE

SOQs submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by anyone requesting the document under a Public Records Request following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is executed between the Port and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the firm shall clearly identify each such portion with words such as “CONFIDENTIAL”, “PROPRIETARY” or “BUSINESS SECRET” on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port will notify the firm of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port by the stated deadline, the Port will release the requested portions of the response. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port on account of actions taken under such procedure.

Attachment B



People. Partnership. Performance.

P.O. Box 1837
Tacoma, WA 98401-1837
www.portoftacoma.com

PROFESSIONAL SERVICES AGREEMENT NO. 070084

PROJECT: On Call Title

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Contract Owner PROJECT NO. Various

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (hereinafter referred to as the "Port") and **xxCOMPANYxx** (hereinafter referred to as the "Consultant") for the furnishing of **xxTitlexx** Professional Services (hereinafter referred to as the "Project").

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will:

The Consultant is acting on behalf of the Port's project manager, and is not responsible for Contractor means and methods.

DELIVERABLES

ASSUMPTIONS

COMPENSATION

This will be accomplished on a **time and materials** basis and will not exceed **\$00,000.00** without prior written approval from the Port.

The length of this agreement is from **the date of execution** to **xxDATExx**.

This agreement is expressly conditioned upon the **Standard Terms & Conditions, Project Terms & Conditions and Rate Sheet** attached to this contract. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

Contract 070084
Project No. Various

Attachment B

Page 2 of 2

AGREED

PORT OF TACOMA

CONSULTANT (LEGAL NAME)

By

Name
Title

Date

By

Date

Print Name

Title

Port of Tacoma Standard Terms And Conditions Professional Services Agreement

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

1. Representatives

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

2. Relationship of the Parties

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

3. Conflicts of Interest

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

4. Compliance with Laws

a) Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

b) The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants, and incorporated into the contract documents as appropriate.

5. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port.

8. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement.

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

Consultant is responsible for working within the budget as agreed. Should the Consultant incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the consultant is solely responsible for the additional costs.

Invoices for services performed through December 31 of each year shall be submitted annually no later than 7th day of January. If the Consultant is unable to provide an invoice they shall advise the Port in writing with a summary of the work completed and the accrual amount to be invoiced through December 31 of that year.

9. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

10. Standard of Care

a) Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

b) The Port's approval of plans, drawings and specifications shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Port arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

11. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. At the end of each month the Consultant shall submit a copy of the current schedule and a written narrative description of the work accomplished, identifying scheduled milestones and the status thereof. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

12. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

13. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

14. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney(s) fees.

15. Extent of Agreement

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

16. Prevailing Wages

The Consultant is responsible for ensuring that all personnel performing work on the contract are paid wages in accordance with federal, state and local laws when applicable.

Port of Tacoma Project Terms And Conditions Professional Services Agreement

1. Key Personnel

The Consultant's key personnel, as described in the Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Port Project Manager.

2. Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general liability insurance, professional liability insurance and other insurance as required by contract for this project that shall protect Consultant and any subconsultant performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage, economic damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultant, or anyone directly or indirectly employed by either of them. Consultant recognizes that it is the obligation of the Consultant to ensure that all Subconsultants of any tier have insurance for the activities performed under this agreement.
- b) Consultant shall indemnify, defend, and hold harmless the Port, its officials, officers, agents, and employees, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Port, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as amended.
- c) This indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the Port. This indemnification shall survive the termination of this Agreement.
- d) Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port and, solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Consultant recognizes that this waiver was the subject of mutual negotiation.
- e) With respect to professional liability claims only, and not commercial general liability claims, Consultant agrees to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

- f) Consultant shall submit to the Port of Tacoma, prior to the commencement of services, certificates of insurance evidencing:
 - i) Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage will include: Products and Completed Operations, Contractual Liability and Personal & Advertising Injury; and
 - ii) Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and
 - iii) Professional Liability of not less than \$1,000,000 per claim and in the aggregate. If the scope of Professional Services includes environmental testing, consulting or other such professional services, the Consultant's Professional Liability policy shall include coverage for these services. If such coverage is written on a claims-made basis, any retroactive date on the policy shall be prior to the start of this contract. Coverage shall remain in effect for the term of this Agreement plus three years. Certificates of Insurance citing the contract and project number shall be provided to the Port of Tacoma on an annual basis for each of the three years.
 - iv) Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.
 - v) Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$1,000,000 per claim.
- g) All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VI or better. The Consultant shall be responsible for notifying the Port in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. Except for professional liability, the Port shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Except for Workers Compensation and Professional Liability, waivers of subrogation shall be provided by endorsement to all policies.
- h) Consultant is responsible for complying with the Washington State laws that pertain to industrial insurance (RCW 51) for. Consultant shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of Consultant's worker compensation account prior to contract execution, including those Consultants who are qualified self-insurers with the state. Consultant bears the responsibility to ensure that any out-of-state (non-Washington) employees and subconsultants have appropriate workers compensation coverage while working for the Port in Washington State. Consultant may be exempt from state worker compensation insurance requirements (RCW 51.12.020) such as if Consultant is a sole proprietor.

3. Payment Schedule

Consultant shall submit detailed numbered invoices in accordance with the Agreement once a month. After a complete and correct invoice has been received by the Port, payment will be made within thirty (30) days.

All invoices shall be sent “Attention: Facilities Development”. Invoices shall be emailed to cpinvoices@portoftacoma.com. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

Consultant shall submit detailed invoices showing the following:

- a) Invoice Number, Contract number, Title, Invoice Period
- b) Summary page with a brief description of work completed during the invoice period, deliverables provided during the invoice period, and forthcoming milestones / deliverables.
- c) Further, provide a summary breakdown of all projects with the amount of the overall invoice to be charged to each project.
- d) Current Amount Due:
 - i) Time and Materials Breakdown: titles, hours, hourly rates, and all expenses itemized, with backup, in accordance with the contract.
- e) Total amount of the Contract, and balance of Contract amount.
- f) Indicate “**Final Invoice**” when invoice is the final billing.

4. Compensation

Consultant expenses will be reimbursed at cost with the exception of:

- a) Subconsultant services will be reimbursed at cost plus negotiated markup.
- b) Services provided by a third party will be reimbursed at cost plus negotiated markup.

Costs marked up by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall the mark up at any tier exceed the negotiated percentage.

Reimbursable expenses by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall markup be applied to reimbursable expenses at any level.

Rates: Rates are fully burdened and will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written amendment.

Rates may be negotiated no more than once annually. Rate adjustments will be tied to the CPI for the Seattle, Tacoma/Bremerton area.

Rates and Markup are defined on Attachment ### of this contract.

Overtime: The Port will allow overtime rates for preapproved labor categories, as required by federal law, at 1.25 times the rate when approved in advance by the Project Manager and when required by the nature of the Work. The Consultant shall submit a list of labor classifications to which overtime rates are applicable to by law.

Local Travel: Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Out of state mileage will not be paid. Consultants who are located within 50 miles of the project site will not be reimbursed for meals, lodging or mileage.

5. Deliverables

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer files used in the creation of the tangible product on CD-Rom in a PDF format or other format specified by the Port.

6. Existing Hazardous Material Information

The Port shall furnish the Consultant with the information as required by the Hazard Communication standard for materials pre-existing on the Project. The Consultant is solely responsible for ensuring that this information is made available to the Consultant's personnel, subconsultants, and that relevant information is incorporated into work products including, but not limited to, reports, specifications, and contract documents.

7. Extent of Agreement

In the event the Consultant identifies something that may impact the scope of work, project schedule, total price, task budget(s) or cost of performing work, the Consultant shall inform the Project Manager in writing prior to exceeding the task budget(s) and within seven (7) calendar days of the event and possible impacts to scope, schedule and cost or task budget.

HOURLY RATES

Consultant Project Name

Personnel

Hourly Rates

Sr. Consultant 2	\$
Sr. Consultant 1	\$
Consultant 2	\$
Consultant 1	\$
Project 2	\$
Project 1	\$
Staff 2	\$
Staff 1	\$

Reimbursable

Outside Lab services	Cost
Subconsultants	Cost + Negotiated Markup (Markup is limited to 4%)